



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Master Professional Services Agreement and Task Order No. 1 of the City of Lodi Soil and Groundwater Remediation Projects with Stantec Consulting Corporation, of Rancho Cordova (\$70,981) and Appropriating Funds (\$100,000)

MEETING DATE: June 17, 2009

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution authorizing the City Manager to execute a Master Professional Services Agreement and Task Order No. 1 of the City of Lodi Soil and Groundwater Remediation Projects with Stantec Consulting Corporation, of Rancho Cordova, in the amount of \$70,981 and appropriating funds in the amount of \$100,000.

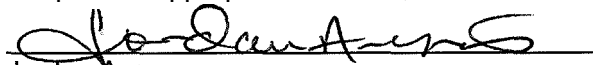
BACKGROUND INFORMATION: A recent Phase II Environmental Site Assessment of the Northern California Power Agency (NCPA) site adjacent to the White Slough Water Pollution Control Facility (WSWPCF) identified surface and subsurface contamination that requires further characterization and probable cleanup. This site is also the proposed location for the Lodi Energy Center (LEC) that currently is under application to the California Energy Commission (CEC) for an operating license. As a condition of the CEC's review of that application, CEC has requested that additional investigation and evaluation of risk be conducted under Department of Toxic Substance Control review. Funding for these services is Wastewater capital, due in part to the fact the contamination may be the result of operations at WSWPCF. The final agreement with LEC for the site lease and water sale is pending approval by the City Council. In the course of completing the characterization, a cost-sharing amendment to that agreement will be submitted to the City Council for approval.

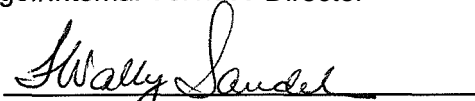
The City of Lodi recently completed a comprehensive consultant selection process for the monitoring and reporting of the Citywide PCE cleanup program. Stantec, the selected firm, has broad experience in this type of work, as well as soil and groundwater contamination characterization studies, design of remediation facilities and operation of remediation programs. Staff is recommending that Stantec be retained to provide professional services related to characterization and cleanup of the LEC site.

Anticipating that Stantec's professional services to the City will expand over time in both the areas of soil and groundwater remediation, staff is recommending that Council approve a Master Professional Services Agreement with Stantec to which Task Order No. 1 and subsequent task orders will be added as approved by the City Council. The requested appropriation for Task Order No. 1 of \$100,000 includes allocations for contingencies and staff time.

FISCAL IMPACT: The soil contamination remediation costs are unanticipated but will be offset by new revenues realized from the Lodi Energy Center lease agreement covering the site.

FUNDING AVAILABLE: Requested Appropriation: \$100,000 – Wastewater Capital (171000)


Jordan Ayers
Deputy City Manager/Internal Services Director


F. Wally Sandelin
Public Works Director

Attachment
cc: Water Services Manager

APPROVED: 
Blair King, City Manager

MASTER PROFESSIONAL SERVICES AGREEMENT

Engineering Support Services for the City of Lodi

This Master Professional Services Agreement (hereinafter "Agreement") is made and entered into by and between the City of Lodi, a municipal corporation (hereinafter "CITY") and Stantec Consulting Corporation, a California corporation (hereinafter "CONSULTANT").

RECITALS

- A. CONSULTANT services are needed for general engineering support services necessary to perform civil engineering duties for the City on an as needed basis.
- B. After negotiations between CITY and CONSULTANT, the parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement. On June 17, 2009, the City Council, by Resolution, authorized the City Manager to execute this Agreement with CONSULTANT.

ARTICLE 1

SCOPE OF WORK

Section 1.1 Scope of Services

CONSULTANT shall perform the services as may be described in subsequent Task Orders which the parties agree are to be made a part hereof by this reference. The services shall be performed by, or under the direct supervision of, CONSULTANT'S Authorized Representative: James W. Grasty, P.G. CONSULTANT shall not replace its Authorized Representative, nor shall CONSULTANT replace any of the personnel listed in the specific Task Order(s), nor shall CONSULTANT use any subcontractors or sub-consultants, without the prior written consent of CITY.

Section 1.2 Time for Commencement and Completion of Work

CONSULTANT shall commence and complete work under this Agreement based on a mutually agreed upon timelines as set forth in the Task Orders.

CONSULTANT shall not be responsible for delays caused by the failure of CITY staff or agents to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall

not be counted against CONSULTANT's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall allow CONSULTANT a corresponding time to complete the required work. CONSULTANT shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 1.3 Meetings

CONSULTANT shall attend meetings as indicated in the Scope of Services, Exhibit A.

Section 1.4 Staffing

CONSULTANT acknowledges that CITY has relied on CONSULTANT's capabilities and on the qualifications of CONSULTANT's principals and staff as identified in its proposal to CITY. The scope of services shall be performed by CONSULTANT, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONSULTANT of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel in CITY's sole discretion and shall be notified by CONSULTANT of any changes of CONSULTANT's project staff prior to any change.

CONSULTANT represents that it is prepared to and can perform all services within the scope of services specified in Exhibit A. CONSULTANT represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONSULTANT to practice its profession, and that CONSULTANT shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals.

Section 1.5 Subcontracts

CITY acknowledges that CONSULTANT may subcontract certain portions of the scope of services to subconsultants as specified and identified in Exhibit A. Should any subconsultants be replaced or added after CITY's approval, CITY shall be notified within ten (10) days and said subconsultants shall be subject to CITY's approval prior to initiating any work on the Project. CONSULTANT shall remain fully responsible for the complete and full performance of said services and shall pay all such subconsultants.

ARTICLE 2 **COMPENSATION**

Section 2.1 Compensation

CONSULTANT's compensation for all work under this Agreement shall not exceed the amount of Fee Proposal, attached as a portion of Exhibit A.

CONSULTANT shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

Section 2.2 Method of Payment

CONSULTANT shall submit invoices for completed work on a monthly basis, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the scope of services said work is attributable and such invoices shall be paid within thirty (30) days of receipt by the City.

Section 2.3 Costs

The fees shown on Exhibit A include all reimbursable costs required for the performance of the individual work tasks by CONSULTANT and/or subconsultant and references to reimbursable costs located on any fee schedules shall not apply. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved by CITY.

CONSULTANT charge rates are attached and incorporated with Exhibit A. The charge rates for CONSULTANT shall remain in effect and unchanged for the duration of the Project unless approved by CITY.

Section 2.4 Auditing

CITY reserves the right to periodically audit all charges made by CONSULTANT to CITY for services under this Agreement. Upon request, CONSULTANT agrees to furnish CITY, or a designated representative, with necessary information and assistance.

CONSULTANT agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONSULTANT agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONSULTANT further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

ARTICLE 3
MISCELLANEOUS PROVISIONS

Section 3.1 Nondiscrimination

In performing services under this Agreement, CONSULTANT shall not discriminate in the employment of its employees or in the engagement of any subconsultants on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 3.2 Responsibility for Damages

CONSULTANT shall indemnify and save harmless the City of Lodi, the City Council, elected and appointed Boards, Commissions, all officers and employees or agent from any suits, claims or actions brought by any person or persons for or on account of any injuries or damages sustained or arising from the services performed in this Agreement but only to the extent caused by the negligent acts, errors or omissions of the consultant and except those injuries or damages arising out of the active negligence of the City of Lodi or its agents, officers or agents.

The total amount of all claims the CITY may have against the CONSULTANT under this Agreement or arising from the performance or non-performance of the services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to (i) in the case of a claim that is not covered by one of the insurance policies of CONSULTANT referred to in Section 4.5 below, the lesser of the fees or \$500,000, or (ii) in the case of a claim that is covered by one of the insurance policies of CONSULTANT referred to in Section 4.5 below, the amount set forth in said Section. As the CITY's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against the CONSULTANT and not against any of the CONSULTANT'S employee's, officers, or directors.

The CONSULTANT'S liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the services and the CONSULTANT shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the CITY, including but not limited to, claims for loss of use, loss of profits and loss of markets.

Section 3.3 No Personal Liability

Neither the City Council, the City Engineer, nor any other officer or authorized assistant or agent or employee shall be personally responsible for any liability arising under this Agreement.

Section 3.4 Responsibility of CITY

CITY shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided herein.

Section 3.5 Insurance Requirements for CONSULTANT

CONSULTANT shall take out and maintain during the life of this Agreement, insurance coverage as listed below. These insurance policies shall protect CONSULTANT and any subcontractor performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from CONSULTANT'S operations under this Agreement, whether such operations be by CONSULTANT or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

1. COMPREHENSIVE GENERAL LIABILITY

\$1,000,000 Bodily Injury -

Ea. Occurrence/Aggregate

\$1,000,000 Property Damage -

Ea. Occurrence/Aggregate

or

\$1,000,000 Combined Single Limits

2. COMPREHENSIVE AUTOMOBILE LIABILITY

\$1,000,000 Bodily Injury - Ea. Person

\$1,000,000 Bodily Injury - Ea. Occurrence

\$1,000,000 Property Damage - Ea. Occurrence

or

\$1,000,000 Combined Single Limits

NOTE: CONSULTANT agrees and stipulates that any insurance coverage provided to CITY shall provide for a claims period following termination of coverage.

A copy of the certificate of insurance with the following endorsements shall be furnished to CITY:

(a) Additional Named Insured Endorsement

Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees and Volunteers as additional named insureds insofar as work performed by the insured under written Agreement with CITY. (This endorsement shall be on a form furnished to CITY and shall be included with CONSULTANT'S policies.)

(b) Primary Insurance Endorsement

Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.

(c) Severability of Interest Clause

The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.

(d) Notice of Cancellation or Change in Coverage Endorsement

This policy may not be canceled by the company without 30 days' prior written notice of such cancellation to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241.

(e) CONSULTANT agrees and stipulates that any insurance coverage provided to CITY shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.). "Claims made" coverage requiring the insureds to give notice of any potential liability during a time period shorter than that found in the Tort Claims Act shall be unacceptable.

Section 3.6 Worker's Compensation Insurance

CONSULTANT shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of CONSULTANT'S employees employed at the site of the project and, if any work is sublet, CONSULTANT shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the

CONSULTANT. In case any class of employees engaged in hazardous work under this Agreement at the site of the project is not protected under the Worker's Compensation Statute, CONSULTANT shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA, 95241.

Section 3.7 Attorney's Fees

In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the court.

Section 3.8 Successors and Assigns

CITY and CONSULTANT each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONSULTANT shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

Section 3.9 Notices

Any notice required to be given by the terms of this Agreement shall be deemed to have been given when the same is personally served or sent by certified mail or express or overnight delivery, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi
 F. Wally Sandelin, Public Works Director
 221 West Pine Street
 P.O. Box 3006
 Lodi, CA 95241-1910

To CONSULTANT: Stantec Consulting Corporation
 Jim Grasty, Principal
 3017 Kilgore Road, Ste. 100
 Rancho Cordova, CA 95670

Section 3.10 Cooperation of CITY

CITY shall cooperate fully in a timely manner in providing relevant information that it has at its disposal.

Section 3.11 CONSULTANT is Not an Employee of CITY

It is understood that CONSULTANT is not acting hereunder in any manner as an employee of CITY, but solely under this Agreement as an independent contractor.

Section 3.12 Termination

CITY may terminate this Agreement by giving CONSULTANT at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONSULTANT shall be entitled to payment as set forth in the attached Exhibit A to the extent that the work has been performed. Upon termination, CONSULTANT shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONSULTANT with third parties in reliance upon this Agreement.

CONSULTANT may terminate this Agreement upon seven (7) days' notice in writing in the event the Client has committed material breach of this Agreement. Non-payment of the CONSULTANT's invoices will be considered a material breach of this Agreement.

Section 3.13 Severability

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 3.14 Captions

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent.

Section 3.15 Intearation and Modification

This Agreement represents the entire integrated Agreement between CONSULTANT and CITY; supersedes all prior negotiations, representations, or Agreements, whether written or oral, between the parties; and may be amended only be written instrument signed by CONSULTANT and CITY.

Section 3.16 Applicable Law and Venue

This Agreement shall be governed by the laws of the State of California. Venue for any court proceeding brought under this Agreement will be with the San Joaquin County Superior Court.

Section 3.17 Contract Terms Prevail

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

Section 3.18 Authority

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

Section 3.19 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer tapes or cards, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared for this project, shall be deemed the property of CITY. Upon CITY's request, CONSULTANT shall, upon payment of the applicable invoices, allow CITY to inspect all such documents during regular business hours. Upon termination or completion, all information collected, work product and documents shall be delivered by CONSULTANT to CITY within ten (10) days. CONSULTANT is allowed to retain a copy of all said items for archival purposes.

CITY agrees to indemnify, defend and hold CONSULTANT harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were prepared.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Agreement as of the date first above written.

CITY OF LODI, a municipal corporation

ATTEST:

By _____
RANDI JOHL
CITY CLERK

By _____
BLAIR KING
CITY MANAGER

APPROVED AS TO FORM:

Dated: _____

STANTEC CONSULTING CORPORATION

By _____
D. STEPHEN SCHWABAUER
CITY ATTORNEY 

By: _____
Its: _____

Task Order No. 1

City of Lodi

Lodi Energy Center Site – Preliminary Endangerment Assessment

Stantec Consulting Corporation Job No. _____

In accordance with the Agreement For Consulting Services between the City of Lodi (Client) and Stantec Consulting Corporation (Consultant), Consultant is authorized to complete the work scope defined in the Task Order according to the schedule and budget defined herein. The mutually agreeable terms and conditions for the above referenced agreement shall prevail.

WORK SCOPE

At the request of the California Energy Commission, the Preliminary Endangerment Assessment (PEA) is being performed under oversight by the California Environmental Protection Agency Department of Toxic Substances Control (DTSC). The request is in response to environmental assessment findings that identified several potential environmental concerns at the proposed site. The scope includes PEA work plan preparation, pre-field investigation activities, field investigation, reporting and project management tasks in accordance with the attached proposal dated June 2, 2009.

BUDGET

The costs for Consultants services as defined herein shall not exceed \$70,981.

COMPENSATION

Compensation shall be in accordance with the provisions of the Task Order Agreement between Client and Consultant and the billing rate schedule contained in the attached letter proposal.

SCHEDULE

The work will be completed in accordance with the DTSC approved Voluntary Cleanup Agreement (HAS-VCA 08/09-162) and as requested by the Client. A detailed schedule for the currently anticipated work items is provided in the attached letter proposal.

STANTEC CONSULTING CORP

CITY OF LODI

Signature

Signature

James W. Grasty, P.G.
Printed Name

Blair King
Printed Name

Managing Principal Geologist
Title

City Manager
Title

June 3, 2009
Date

Date

ATTEST:

RANDI JOHL
City Clerk

APPROVED AS TO FORM:

D. STEPHEN SCHWABAUER
City Attorney





Stantec

Stantec Consulting Corporation
3017 Kilgore Road Suite 100
Rancho Cordova CA 95670
Tel: (916) 861-0400
Fax: (916) 861-0430

June 2, 2009
File: 185702076.0001

Mr. Charles E. Swimley Jr.
Public Works Department
1331 South Ham Lane
Lodi, California 95242-2995

Attention: Mr. Charles E. Swimley Jr., Water Services Manager

Dear Mr. Swimley:

**Reference: Proposal to Perform a Preliminary Endangerment Assessment
Proposed Lodi Energy Center Site
12745 N. Thornton Road
San Joaquin County APN 055-139-16
Lodi, California 95240**

At your request, Stantec Consulting Corporation (Stantec) is pleased to submit this proposal to complete a Preliminary Endangerment Assessment (PEA) at the above-referenced site for the proposed Lodi Energy Center (LEC) in San Joaquin County, California. Stantec understands that the City of Lodi (the City) is requesting the completion of a PEA to address California Energy Commission' (CEC) requirements regarding hazardous chemicals identified in the soil at the proposed site for the LEC.

BACKGROUND

The Northern California Power Agency (NCPA) is proposing to construct on City of Lodi property a natural gas-fired electrical power generation facility (LEC) on a 4.4 acre portion (Site) of San Joaquin County APN 055-139-16 in Lodi, California. NCPA contracted Carlton Engineering Inc. (Carlton) to perform a Phase I Environmental Site Assessment (ESA) at the Site. The June 30, 2008 ESA did not identify any recognized environmental conditions (ASTM 1527) at the Site, but did identify several potential environmental concerns (PECs). Based on the ESA results, the CEC requested that NCPA conduct field sampling and soil analyses to adequately characterize the presence of harmful chemicals at the Site and discuss potential risks to construction or plant personnel from these chemicals. In compliance, NCPA directed CH2M HILL to perform a limited Phase II Environmental Site Assessment (Phase II ESA) to obtain data to comply with the CEC request. On February 2, 2009, CH2M HILL performed preliminary soil sampling and subsequent analyses to provide data associated with the PECs identified by the Carlton ESA. CH2M HILL summarized the data and compared it to various agency soil screening levels in a preliminary evaluation of risk to human health in the February 26, 2009 Memorandum entitled *NCPA Lodi Preliminary Phase II ESA Sample Results*. CH2M HILL concluded that exposure of construction workers and onsite industrial workers to surface and subsurface soils may adversely affect human health. Based on these results, the CEC requested that additional investigation and evaluation of risk be conducted under DTSC oversight. Stantec understands that the NCPAs consultant has

June 2, 2009

Mr. Charles E. Swimley Jr., Water Services Manager

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Lodi, California**

initiated preliminary discussions with DTSC regarding CEC's request, including acceptable modifications to the standard PEA requirements.

SCOPE OF SERVICES

Stantec is proposing the following five tasks and the attached estimated cost to perform the work necessary to perform a PEA at the LEC property.

- Task 1. PEA Work Plan Preparation,
- Task 2. Pre-Field Investigation Activities,
- Task 3. Field Investigation,
- Task 4. Reporting, and
- Task 5. Project Management.

TASK 1 – PEA WORK PLAN PREPARATION

Stantec will prepare a work plan in compliance with DTSC's *Preliminary Endangerment Assessment Guidance Manual (DTSC Guidance)* (DTSC, 1994/1999). The work plan will include the following requirements:

- Site background,
- Rationale for sampling strategy,
- Sampling methods,
- Sample containers and preservation,
- Sample packaging and shipment,
- Sample documentation,
- Analysis methods and detection limits,
- Decontamination,
- Waste Management, and
- Tentative schedule.

Prior to work plan preparation, Stantec will meet with the DTSC project manager to hold a scoping meeting to insure that the proposed approach is consistent with site specific conditions and objectives. Stantec understands that NCPA's consultant has had some preliminary discussion with DTSC and will confirm with DTSC that a scoping meeting will be required and appropriateness of any preliminary agreements in regard to the proposed approach. Also prior to work plan preparation, Stantec will perform a site visit to evaluate site-specific access, logistical, and safety

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Mr. Charles E. Swimley Jr., Water Services Manager

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Lodi, California**

issues; meeting a City representative familiar with Site history during this visit is requested to facilitate a thorough understanding of Site conditions.

Stantec will submit the draft work plan to the City for review and comment. City comments will be incorporated into a final draft work plan and submitted to DTSC for comment. With the City's concurrence, Stantec will incorporate DTSC's comments and requirements and submit a *Final Work Plan* to DTSC. The work plan will be prepared under the direction of, and signed by, a California-licensed Professional Geologist or Professional Engineer.

TASK 2 – PRE-FIELD INVESTIGATION EFFORTS

The following items will be completed prior to mobilizing for the field investigation.

Subcontracting

Stantec will solicit bids, screen contractors for health and safety considerations, select, and contract a C-57 licensed driller, a private utility locating service, a California-certified analytical laboratory, and a state and federally-licensed waste disposal contractor.

Site Safety Plan (SSP)

Stantec will prepare a Site Safety Plan (SSP) for site-specific conditions and scope of work as required by the Occupational Health and Safety Administration (OSHA) standard guidelines (29 CFR 1910.120), and by California Occupational Health and Safety Administration (Cal-OSHA) guidelines (CCR Title 8, Section 5192). Prior to the commencement of the field investigation, the SSP will be updated with appropriate field personnel and subcontractor information. The field staff and contractors will review and sign the SSP before beginning field operations at the Site.

Permitting

The investigation will require acquisition of soil boring permits from San Joaquin County Environmental Health Department (SJCEHD) prior to the commencement of drilling activities. If a current Master File Record Form (MFRF) for the Site is not on file with SJCEHD, Stantec will complete the required form on behalf of the City. Stantec will also complete and submit the boring permit application, the MFRF, a copy of the DTSC work plan-approval letter, along with permit and MFRF fees to the SJCEHD. Stantec will also coordinate with SJCEHD to schedule the boring grout inspection and pay for additional grouting inspection fees if required.

Borehole Clearance Activities

Stantec will mark the proposed boring locations with white paint, as required by law, and contact Underground Service Alert (USA) at least 48-hours prior to drilling to notify all utility operators in the area to clear the marked locations. Additionally, Stantec will hire a private utility locating service to conduct a utility clearance of the drilling area prior to conducting fieldwork to ensure that underground utilities other subsurface structures are not encountered during drilling activities. After clearance is verified by USA and the utility locator, the borings will be hand augered or air knifed to

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Mr. Charles E. Swimley Jr., Water Services Manager

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a depth of approximately five feet bgs to further minimize the risk of encountering subsurface obstructions.

TASK 3 – FIELD INVESTIGATION

Based on information available to Stantec, NCPA's consultant has apparently had some preliminary agreements with DTSC regarding non-standard approaches for the PEA scope of work. The approach outlined below is based Stantec's understanding of the approved scope of work, but may require additional work items or procedures based on subsequent discussion with DTSC or DTSC review of the work plan.

Following receipt of boring permits and notification of DTSC, Stantec will mobilize a C-57 licensed drilling contractor to advance up to 20 soil borings to the soil/groundwater interface or a maximum depth of 11 feet below ground surface (bgs). Groundwater is anticipated to be first-encountered between 7 to 9 feet bgs. Borings will be advanced with direct-push drilling and sampling methods following hand clearing or air knifing of the first five feet of borings to avoid subsurface utilities. Soils will be described in general accordance with ASTM D-2488 under the direct supervision of a California Professional Geologist. Soil samples will be collected using the inner liner from the sampling device and sealed with Teflon® sheeting and plastic caps. Two soil samples will be collected from each boring for laboratory analysis: one from approximately two feet bgs and one from the soil/groundwater. Soil samples collected for potential analysis will be field screened for volatile organic compounds (VOC) with a photo-ionization detector (PID).

Groundwater grab samples will be collected from ten of the soil borings from just below the soil/groundwater interface. Groundwater samples for metals analysis will be field or lab-filtered prior to analyses.

Soil and groundwater grab samples will be labeled, recorded on the chain of custody (COC), and immediately be placed in an iced-cooler for transported under COC protocol to a California state-certified analytical laboratory. Soil and groundwater grab samples, along with approximately ten percent appropriate quality analysis/quality control (QA/QC) samples will be submitted for the following analyses.

- Total Petroleum Hydrocarbons quantified as gasoline, diesel, and motor oil by Environmental Protection Agency (EPA) Method 82606 or 8015 M (as appropriate),
- CAM 17 metals by EPA 6000/7000 series Methods,
- VOCs by EPA Method 82606 (full scan),
- Polycyclic Aromatic Hydrocarbons (PAHs) by EPA Method 8270C, and
- Organochlorine Pesticides by EPA Method 8081A.

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Lodi, California**

Soil and groundwater sampling equipment will be appropriately decontaminated prior to sample collection. Decontamination fluids, excess sample core, and cuttings will be containerized in appropriately-labeled Department of Transportation approved 55-gallon drums and retained onsite prior to disposal. Disposal costs assume these investigation derived waste are non-hazardous.

Additional analytical costs to perform soluble analyses required by the landfill for disposal acceptance are also included.

TASK 4 – REPORTING

As discussed above, the approach outlined to Stantec and presented below includes deviations from *DTSC Guidance* for PEAs. These include but are not limited to utilizing exposure point concentrations (EPCs) (rather than maximum concentrations), for comparisons with screening levels based on industrial worker exposure scenarios (rather than residential screening criteria). Stantec proposes a scope of services (differing in several respects from a standard PEA), that has apparently been concurred with by DTSC in preliminary discussions. The approach outlined below is based Stantec's understanding of the approved scope of work, but may require changes based on subsequent discussion with DTSC or DTSC review of the work plan.

Stantec will prepare a modified PEA report including soil and groundwater data tables, soil boring logs, chain of custody and analytical reports, and a site plan showing soil boring locations. The reporting tasks include costs for data evaluation, screening-level evaluation of human health risk, and recommendations for additional investigations as appropriate.

The screening-level human health risk evaluation will compare the soil analytical results to screening criteria based on an industrial worker exposure assumptions. Screening levels will be included with the analytical data in the summary tables. The soil sample metals results will be compared with existing background data using a Wilcoxon-Rank Sum or similar test. EPCs will be generated for each exposure area using ProUCL Version 4.0 software. For organic compounds detected at least once in an exposure area and for metals exceeding background, the ratio of the EPCs to the screening-level criteria will be calculated for each analyte as a measure of risk. Cumulative risk will be calculated for both carcinogenic and non-carcinogenic risk.

The report will include the following:

- o A brief description of the site,
- o Site historical background,
- o Description of the site geology and hydrogeology,
- o Summary of field investigation and changes to the work plan based on field conditions,
- o Summary of analytical results,
- o Figures showing the site vicinity, sample locations, and analytical results,

June 2, 2009

Mr. Charles E. Swimley Jr., Water Services Manager

Page 6 of 7

**Reference: Proposal to Perform a Preliminary Endangerment Assessment
Proposed Lodi Energy Center Site
12745 N. Thornton Road
San Joaquin County APN 055-139-16
Lodi, California**

- Tables summarizing laboratory analytical data,
- HHRA Data Set and Exposure Point Concentrations
- Risk Characterization and Summary Tables
- Uncertainty Discussion,
- Conceptual Site Model,
- Conceptual Site Exposure Model,
- Supporting Documentation (Appendices),
- Screening-Level Human Health Risk Assessment (for inclusion in main report),
- Supporting documentation such as chain-of-custody forms, analytical reports, lithologic logs, and field documentation, photographs,
- Presentation and discussion of all collected data,
- Conclusions and recommendation as appropriate, and
- References Cited

Stantec will prepare a draft report for review and comment by the City. Stantec will incorporate City comments and submit a draft final PEA report to DTSC for comment. Stantec will incorporate DTSC comments as directed by the City and submit a final report to DTSC. The report will be completed under the direction of a California-licensed Professional Geologist or Professional Engineer.

TASK 5 – PROJECT MANAGEMENT

This task includes labor costs associated with normal project management responsibilities for an assumed project duration of approximately eight months. These include investigation, staff, schedule, contract, and financial project management, as well as client and City-approved regulatory communications. Gary D. Haeck (Ph.D.) will serve as the project manager; Sonia Mahini (Ph.D.) will perform the risk evaluations; and Rusty Benkosky (P.E.) will serve as the project Principal Engineer.

FEE AND SCHEDULE

Stantec estimates that the time-and-materials cost to complete the scope of services itemized above is approximately \$70,918.00 (see attached cost estimate) and is prepared to begin immediately upon receipt of a signed notice to proceed. Stantec will submit a draft work plan to the client 45 days after notice to proceed and agreements with DTSC on the scope of work. The length of the review of reports by third parties is unknown, but typically DTSC report review takes 60 to 80

June 2, 2009

Mr. Charles E. Swimley Jr., Water Services Manager

Page 7 of 7

**Reference: Proposal to Perform a Preliminary Endangerment Assessment
Proposed Lodi Energy Center Site
12745 N. Thornton Road
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Lodi, California**

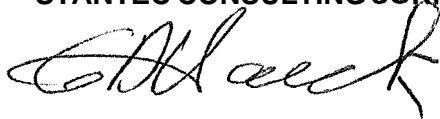
days. Standard turn around at the laboratory is assumed to be 14 working days. Stantec will provide the client with a draft report 60 days after receipt of validated laboratory data.

The time-and-materials budget is based upon the attached rate sheet and will be invoiced on a monthly basis. The scope of services and related budget is based on information from the recent LEC project meeting and other information provided by the City. Should additional tasks or work items be required that are not included in this scope of services, and cannot be completed within the proposed budget, a request for a change order will be submitted. Stantec understands the City has indicated the desire to complete this project under a City of Lodi master professional services agreement with terms and conditions similar to those negotiated with Stantec for the Central Plume monitoring and reporting work.

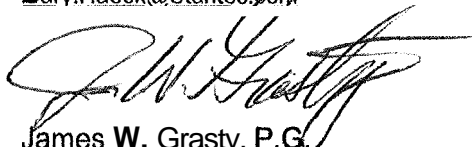
Should you have any questions or concerns regarding this proposal or cost estimate, please feel free to contact me.

Sincerely,

STANTEC CONSULTING CORPORATION



Gary D. Haeck, Ph.D., P.G.
Managing Senior Geologist
Tel: (916) 384-0768
Fax: (916) 861-0430
Gary.Haeck@Stantec.com



James W. Grasty, P.G.
Managing Principal Geologist
Regional Manager

Attachments: Time and Materials Cost Estimate
Standard 2009 Rate Sheet

TIME AND MATERIALS COST ESTIMATE

Lodi Energy Center
Preliminary Environmental Assessment
Time and Materials Cost Estimate Summary
Lodi, California

			Task 1		Task 2		Task 3		Task 4		Task 5		TOTAL COST	
			PEA Work Plan		Pre-Field Investigation Efforts		Field Investigation		Reporting		Project Management			
CLASSIFICATION	Units	Rate	Units	Dollars	Units	Dollars	Units	Dollars	Units	Dollars	Units	Dollars	Units	Dollars
STANTEC LABOR														
Principal (Billing Level 16)	hour	\$181	7	\$1,267	1	\$181	1	\$181	60	\$10,860	8	\$1,448	77	\$13,937
Senior (Billing Level 14)	hour	\$157	16	\$2,512	5	\$785	5	\$785	60	\$9,420	25	\$3,925	111	\$17,427
Associate (Billing Level 12)	hour	\$133	8	\$1,064	10	\$1,330	0	\$0	0	\$0	0	\$0	18	\$2,394
Project (Billing Level 9)	hour	\$102	0	\$0	10	\$1,020	22	\$2,244	30	\$3,060	10	\$1,020	72	\$7,344
Staff (Billing Level 7)	hour	\$86	0	\$0	0	\$0	3	\$258	0	\$0	0	\$0	3	\$258
Technician III (Billing Level 5)	hour	\$72	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Senior Drafter/GIS (Billing Level 8)	hour	\$94	4	\$376	0	\$0	0	\$0	15	\$1,410	0	\$0	19	\$1,786
Admin (Billing Level 4)	hour	\$65	2	\$130	0	\$0	0	\$0	4	\$260	5	\$325	11	\$715
TOTAL LABOR COSTS			37	\$5,349	26	\$3,316	31	\$3,468	169	\$25,010	48	\$6,718	311	\$43,861
STANTEC EQUIPMENT														
Photoionization Detector (PID)	day	\$110	0	\$0	0	\$0	2	\$220	0	\$0	0	\$0	2	\$220
Water Level Meter	day	\$25	0	\$0	0	\$0	1	\$25	0	\$0	0	\$0	1	\$25
Tedlar Bags	each	\$15	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Field Vehicle	day	\$85	0	\$0	0	\$0	2	\$170	0	\$0	0	\$0	2	\$170
Level D Safety Equipment	day	\$85	0	\$0	0	\$0	1	\$85	0	\$0	0	\$0	1	\$85
Sampling Pump	day	\$55	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Misc field supplies	day	\$250	0	\$0	0	\$0	2	\$500	0	\$0	0	\$0	2	\$500
Generator	day	\$75	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Water Sampling meters (pH, Temp. C)	each	\$25	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
TOTAL EQUIPMENT COSTS			0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
REBILLABLES														
Utilities Locator /Surveying	Day	\$1,000	0	\$0	0	\$0	1	\$1,000	0	\$0	0	\$0	1	\$1,000
Laboratory (see lab detail)	Each	\$16,159	0	\$0	0	\$0	1	\$16,159	0	\$0	0	\$0	1	\$16,159
Travel	flight	\$350	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Lodging	day	\$140	0	\$0	0	\$0	1	\$140	0	\$0	0	\$0	1	\$140
Vehicle	day	\$100	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Per diem	day	\$75	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Drilling Subcontractor	Each	\$5,000	0	\$0	0	\$0	1	\$5,000	0	\$0	0	\$0	1	\$5,000
Miscellaneous parts/supplies	lump sum	\$500	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Shipping/Postage	Each	\$25	0	\$0	0	\$0	0	\$0	5	\$125	0	\$0	5	\$125
Mileage	Each	\$0.555	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Disposable bailers	Each	\$10	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Drums	Each	\$55	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Drum Profile	Each	\$60	0	\$0	0	\$0	1	\$60	0	\$0	0	\$0	1	\$60
IDW Transport & disposal	Each	\$200	0	\$0	0	\$0	2	\$400	0	\$0	0	\$0	2	\$400
Water transport and disposal	Each	\$150	0	\$0	0	\$0	1	\$150	0	\$0	0	\$0	1	\$150
Permts	Each	\$89	0	\$0	1	\$89	0	\$0	0	\$0	0	\$0	1	\$89
MFRF	Each	\$315	0	\$0	1	\$315	0	\$0	0	\$0	0	\$0	1	\$315
Misc Admin supplies	Each	\$50	0	\$0	0	\$0	0	\$0	5	\$250	0	\$0	5	\$250
TOTAL REBILLABLES			Markup	10%	\$0	\$444	\$25,200	\$413	\$0	\$26,057				
TOTAL COST					\$5,349	\$3,760	\$29,668	\$25,423		\$6,718		\$70,918		

**Lodi Energy Center
Preliminary Environmental Assessment
Time and Materials Cost Estimate Summary
Lodi, California**

**Analytical Rates
Test America**

Groundwater Samples

TPHG	Each	\$40	11	\$440
TPHD & TPHMO	Each	\$45	11	\$495
CAM 17 Metals	Each	\$90	11	\$990
PAHs	Each	\$110	11	\$1,210
Pesticides	Each	\$65	11	\$715
v o c s	Each	\$70	11	\$770

Soil Samples

TPHG	Each	\$40	22	\$880
TPHD & TPHMO	Each	\$45	22	\$990
CAM 17 Metals	Each	\$90	22	\$1,980
PAHs	Each	\$110	22	\$2,420
Pesticides	Each	\$65	22	\$1,430
VOCs	Each	\$70	22	\$1,540
EDD fees	Each	\$30	1	\$30
Disposal analyses	Each	\$800	1	\$800
Subtotal Soil and Groundwater				\$14,690
Level III QA/QC 10 %	Each	\$1,469	1	\$1,469
Total including Level III				\$16,159

STANDARD 2009 RATE SCHEDULE

STANTEC 2009 RATE SCHEDULE ENVIRONMENTAL PRACTICE AREA



STANTEC 2009 SCHEDULE OF HOURLY RATES AND DISBURSEMENTS (Page 1 of 3)

Charges for all professional, technical, and administrative staff directly charging time to the project will be calculated and billed on the basis of the following schedule.

LEVEL	HRLY RATE	DESCRIPTION
1 2 3	\$46 \$52 \$58	Generally Not applicable to the Southern California Market • May on occasion be appropriate for intern and clerical support.
4 5 6	\$65 \$72 \$79	Clerical, Interns, & Field/Lab Techs • Assists office Administrators, Engineers, Designers, and field staff with clerical and routine entry level tasks.
7 8 9	\$86 \$94 \$102	Junior-level position, Administrative, • Independently carries out assignments of limited scope using standard procedures, methods and techniques • Assists senior staff in carrying out more advanced procedures • Completed work is reviewed for feasibility and soundness of judgment • Recent graduate from an appropriate post-secondary program or equivalent.
10 11 12	\$112 \$122 \$133	Professional level positions • Carries out assignments requiring general familiarity within a broad field of the respective profession • Makes decisions by using a combination of standard methods and techniques • Actively participates in planning to ensure the achievement of objectives • Works independently to interpret information and resolve difficulties • Provides applied professional knowledge and initiative in planning and coordinating work programs
13 14 15	\$146 \$157 \$168	Staff level professional or project supervisor • Possesses specialized knowledge to deliver innovative solutions in a field of expertise • Participates in short and long range planning to ensure the achievement of objectives • Makes responsible decisions on all matters, including work methods and financial controls associated with projects • Decisions accepted as technical • Reviews and validates technical work
16 17	\$181 \$210	Senior level consultant or management function • Recognized as an authority in a specific field with qualifications of significant value • Provides multidiscipline knowledge to deliver innovative solutions in related field of expertise • Independently conceives programs and problems for investigation • Participates in discussions to ensure the achievement of program and/or project objectives • Makes responsible decisions on expenditures, including large sums or implementation of major programs and/or projects
18 19	\$247 \$347	Senior level management position • Recognized as an authority in a specific field with qualifications of significant value • Responsible for long range planning within a specific area of practice or region • Makes decisions which are far reaching and limited only by objectives and policies of the organization • Plans and approves projects requiring significant human resources or capital investment • Graduate from an appropriate post-secondary program, with credentials or equivalent • Generally, fifteen years experience with extensive professional and management experience

STANTEC 2009 RATE SCHEDULE ENVIRONMENTAL PRACTICE AREA



STANTEC 2009 SCHEDULE OF HOURLY RATES AND DISBURSEMENTS (Page 2 of 3)

Other Direct Disbursements:

Disbursement	Rate
Vehicle Mileage	Prevailing IRS Rate
Subcontract Services	Actual Cost +15%
Travel/Per Diem	Actual Cost +15%
Per Diem	\$ 150/day
Capital Purchases and Expendable Materials	Actual Cost +15%
Postage and Shipping	Actual Cost +15%
Standard Field Equipment	(See Attached Schedule)

Standard Field Equipment:

Standard Field Equipment	Rate
Air Sampling Equipment	\$45/day
Bailer – Disposable	\$10/each
Bailer – Disposable Weighted	\$15/day
Bailer – Quick E-Bailer System	\$25/day
Bailer – Reusable	\$20/day
Drum – 55 Gallons	\$55/each
Digital Camera	\$25/day
Draeger Sampler (Tubes not included)	\$30/day
Field Communication – Phone	\$10/day
Field Communication – Two-Way Radio	\$20/day
Field Computer	\$25/day
Field Survey – Receptor Survey	\$85/hour
Field Survey - Scope/Proposal Preparation	\$100/each
Field Survey – Site Survey	\$85/hour
Field Survey – Well Search	\$85/hour
Field Test Kit – Groundwater	\$55/each
Field Test Kit – Soil	\$55/each
Field Test Kit – SVE	\$55/each
Field Vehicle – Mileage	Prevailing IRS rate
Field Vehicle	\$100/day
Field Vehicle – Sampling Truck	\$175/day
Field Vehicle – Truck/Van	\$130/day
Flame Ionization Detector (FID)	\$130/day
Generator	\$60/day
Gloves – Colored Cloth	\$5/pair
Gloves – Colored Leather	\$15/pair
Gloves – Colored Nitrile	\$0.15/pair
Gloves – Kevlar Under Glove	\$2.50/pair
H&S – Level B Safety Equipment	\$165/day
H&S – Level C Safety Equipment	\$85/day
H&S – Level D Safety Equipment	\$50/day
H&S – Traffic Control Equipment	\$55/day
Hand Auger	\$30/day
Large Equipment & System – Caterpillar D4 Bulldozer	\$250/day
Large Equipment & Systems – Dual Phase Extraction Treatment (DPET)	\$200/day
Large Equipment & Systems – Soil Vapor Extraction System	\$100/day
Low Flow Purge/Sampling System	\$80/day
Meter – Oil/Water Interface	\$55/day
Meter – Anemometer	\$25/day
Meter – CO	\$65/day
Meter – Conductivity	\$25/day
Meter – Data Logger	\$140/day
Meter – Dissolved Oxygen	\$65/day
Meter – DO/ORP/Temp/Conductivity	\$100/day
Meter – Dosimeter	\$45/day
Meter – Ferrous Iron	\$5/day

**STANTEC 2009 RATE SCHEDULE
ENVIRONMENTAL PRACTICE AREA**



STANTEC 2009 SCHEDULE OF HOURLY RATES AND DISBURSEMENTS
(Page 3 of 3)

Standard Field Equipment (continued):

Standard Field Equipment	Rate
Meter – Flow	\$5/day
Meter – H2S Detector	\$65/day
Meter – LEL/O2	\$65/day
Meter – Magnehelic (Gauge)	\$55/day
Meter – Magnetometer	\$50/day
Meter – Manometer	\$25/day
Meter – Measuring Wheel	\$25/day
Meter – Metal Detector	\$15/day
Meter – Multimeter	\$100/day
Meter – O2/CO2	\$65/day
Meter – ORP	\$65/day
Meter – Other	quote/day
Meter – Ozone	\$55/day
Meter – pH	\$25/day
Meter – pH/Temp/Conductivity	\$25/day
Meter – Temperature	\$25/day
Meter – Turbidity	\$30/day
Meter – Dust Monitor	\$120/day
Meter – Velocity	\$25/day
Meter – Water Level Indicator	\$25/day
Photoionization Detector (PID)	\$110/day
Pressure Washer	\$25/day
Pump – Air Sampling	\$45/day
Pump – Centrifugal	\$45/day
Pump – Groundwater Sampling	\$110/day
Pump – Peristaltic	\$50/day
Pump – Submersible	\$60/day
Pump – Trash	\$35/day
Pump – Vacuum Pump	\$45/day
Pump – Whale Sampling	\$25/day
Pump – Well Sampling/Purge	\$45/day
Reproduction – 11x17 Color Plot./Print/Copy	\$2/copy
Reproduction – 24x36 Color Plot/Print	\$10/copy
Reproduction – 8.5x11 B&W Copies	\$0.15/copy
Reproduction – 8.5x11 Color Copies	\$1.25/copy
Reproduction – Oversized B&W Plot/Print	\$10/copy
Reproduction – Oversized Color Plot, Print	\$15/copy
Soil Sample Ring/Sleeve	\$10/each
Survey Equipment – GPS	\$30/day
Survey Equipment – Laser Plane Level & Receiver	\$135/day
Survey Equipment – GPS Survey Quality	\$150/day
Survey Equipment – Level Only	\$85/day
Transducer	\$30/each
Tedlar Bag	\$15/each

RESOLUTION NO. 2009-87

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE
CITY MANAGER TO EXECUTE A MASTER PROFESSIONAL SERVICES
AGREEMENT AND TASK ORDER NO. 1 OF THE CITY OF LODI SOIL
AND GROUNDWATER REMEDIATION PROJECTS AND FURTHER
APPROPRIATING FUNDS

WHEREAS, a recent Phase II Environmental Site Assessment of the Northern California Power Agency (NCPA) site adjacent to the White Slough Water Pollution Control Facility identified surface and subsurface contamination that requires further characterization and probable cleanup; and

WHEREAS, this site is also the proposed location for the Lodi Energy Center that currently is under application to the California Energy Commission (CEC) for an operating license. As a condition of the CEC's review of that application, CEC has requested that additional investigation and evaluation of risk be conducted under Department of Toxic Substance Control review; and

WHEREAS, the City of Lodi recently completed a comprehensive consultant selection process for the monitoring and reporting of the Citywide PCE cleanup program. Stantec Consulting Corporation, the selected firm, has broad experience in this type of work, as well as soil and groundwater contamination characterization studies, design of remediation facilities, and operation of remediation programs; and

WHEREAS, staff recommends that City Council approve a Master Professional Services Agreement with Stantec Consulting Corporation, to which Task Order No. 1 and subsequent task orders will be added as approved by the City Council; and

WHEREAS, the requested appropriation for Task Order No. 1 of \$100,000 includes allocations for contingencies and staff time.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute the Master Agreement and Task Order No. 1 of the City of Lodi Soil and Groundwater Remediation Projects with Stantec Consulting Corporation, of Rancho Cordova, California, in the amount of \$70,981; and

BE IT FURTHER RESOLVED that funds in the amount of \$100,000 be appropriated from the Wastewater Capital fund.

Dated: June 17, 2009

I hereby certify that Resolution No. 2009-87 was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 17, 2009, by the following vote:

AYES: COUNCIL MEMBERS – Johnson, Mounce, and Mayor Hansen

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Hitchcock and Katzakian

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL
City Clerk